

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: DESIREE M. KAKOS)	
EVANGELOS G. KAKOS)	
<u>Debtor(s)</u>)	CHAPTER 13
)	
DAIMLER TRUST)	Case No.: 21-10217 (AMC)
<u>Moving Party</u>)	
)	Hearing Date: 10-26-21 at 11:00 AM
v.)	
)	11 U.S.C. 362
DESIREE M. KAKOS)	
EVANGELOS G. KAKOS)	
<u>Respondent(s)</u>)	
)	
WILLIAM C. MILLER)	
<u>Trustee</u>)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Daimler Trust ("Daimler") filing this its Motion For Relief From The Automatic Stay ("Motion"), and in support thereof, would respectfully show:

1. On January 28, 2021, Desiree and Evangelos Kakos filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362 and 28 U.S.C. 157 and 1334.
3. On July 31, 2018, the Debtors executed a Motor Vehicle Lease Agreement for the lease of a 2018 Mercedes-Benz E300 bearing vehicle identification number WDDZF4KB4JA321276. The lease was assigned to Daimler Trust and the Debtors became indebted to Daimler in accordance with the terms of same. Daimler is the owner of the vehicle. True copies of the lease agreement and title to the vehicle are annexed hereto as exhibits A and B.
4. The Lease matured on July 31, 2021.

5. The Debtors have failed to surrender or purchase the vehicle.

6. The Debtors' account is past due from June 11, 2021 to July 11, 2021 with arrears in the amount of \$2,515.02.

7. According to the September 2021 NADA Official Used Car Guide, the vehicle has a current clean retail value of \$40,950.00.

8. Daimler Trust alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Daimler lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Lease matured and the Debtors have failed to surrender the vehicle.

Pursuant to the terms of the Lease Agreement, the Debtors must either immediately surrender the vehicle or purchase it in accordance with the terms of the lease-end purchase option.

(b) The Debtors are failing to make payments to Daimler and are failing to provide Daimler with adequate protection.

WHEREFORE PREMISES CONSIDERED, Daimler Trust respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Daimler to permit Daimler to seek its statutory and other available remedies; (2) that the stay terminate immediately upon entry of this Order, with a waiver of Fed.R.Bank.P., Rule 4001(a)(3) and (3) Daimler be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

Morton & Craig LLC

110 Marter Avenue, Suite 301

Moorestown, NJ 08057

Phone: 856/866-0100, Fax: 856/722-1554

Local Counsel for Daimler Trust